


**PROPOSAL AND CONTRACT
(WHEN EXECUTED)**

INSTRUCTIONS ON PAGE 4

**THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS**
A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall
be clearly marked "Bid Proposal for letting of
April 23, 2026."
DATE

Sealed Proposals will be received on or before
10:00 A.M. on the above Letting Date.
TIME

Bids will be opened and read at approximately
10:00 A.M. , on the above Letting Date.
TIME

Cumberland Township
MUNICIPALITY (NAME & TYPE)

Michele Long
SECRETARY

1370 Fairfield Road
Gettysburg, PA 17325
ADDRESS

**PROPOSALS MUST BE MAILED OR OTHERWISE
DELIVERED TO THE ABOVE ADDRESS.**

- 1 The contractor proposes to furnish and deliver all materials (including Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIXTURE CERTIFICATION) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at _____ as well as the supplements and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 409).
- 2 If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work within **see attachment 1-A** calendar days.
- 3 Accompanying this proposal is a certified check or bid bond in the amount of 10% made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

B. PROPOSAL OF:

NAME / ADDRESS OF CONTRACTOR

CONTRACTORS CERTIFICATION

It is hereby certified as follows:

- 1 The only person interested in the proposal as principal (s) is (are):

- 2 None of the above persons are employees of the municipality.
- 3 This proposal is made without collusion with any other person, firm or corporation.
- 4 All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit price listed on the Schedule of Prices. (Attachment 1).

- 5 The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.
- 6 The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

CONTRACTOR

BY: _____ DATE: _____
TITLE: _____

WITNESSED OR ATTESTED BY: _____ DATE: _____
TITLE: _____

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON : _____
DATE

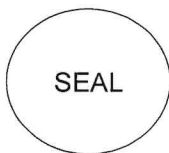
MUNICIPALITY

BY: _____
TITLE: _____

BY: _____
TITLE: _____

BY: _____
TITLE: _____

ATTESTED BY: _____
TITLE: _____



**PRICE ADJUSTMENT OF BITUMINOUS MATERIAL
(ENGLISH)**

Project. NO. 18-45-101-01
PAGE NO. _____
ATTACH _____
SR / SEC. _____

ITEM
NO.: _____

MONTH PLACED: _____

GALLON _____ TON _____ SQ.YARD _____

IP = PRICE INDEX FOR MONTH MATERIAL WAS PLACED _____
= _____
IB = PRICE INDEX IN THE BID PROPOSAL = _____
IP / IB = _____

**WHEN THE RATIO IP/IB FALLS WITHIN THE RANGE OF 0.90 TO 1.10 NO PRICE
ADJUSTMENT IS NEEDED**

WHEN THE RATIO IP/IB IS CALCULATED TO BE LESS THAN 0.90 , THE DEPT. WILL RECEIVE A PRICE REBATE
WHEN THE RATIO IP/IB IS CALCULATED TO BE GREATER THAN 1.10 , THE CONTRACTOR WILL RECEIVE A PRICE
INCREASE

MATERIAL PLACED:

DATE	GALLON
TOTAL	

DATE	TON
TOTAL	

DATE	SQ.YARD
TOTAL	

GALLON BASIS:

BITUMINOUS TONNAGE (Q) = 0.004164 x SPEC.GRAV. OF BIT. MAT. x % ASPHALT IN EMULSION x NO. OF GALLONS
SPECIFIC GRAVITY OF BIT. MAT. = _____ NO. OF GALLONS = _____
% ASPHALT IN EMULSION = _____
Q = _____

GALLONS PER SQUARE YARD BASIS:

BITUMINOUS TONNAGE (Q) = 0.004164 x AREA (SY) x APPL. RATE (Gallons / SY) x SPEC.GRAV. OF BIT.MAT.
ACTUAL RESIDUE APPL. RATE = _____ SURFACE AREA = _____
SPECIFIC GRAVITY OF BIT. MAT. = _____
Q = _____

SQUARE YARD BASIS:

BIT. MIX. TONNAGE PLACED = 0.000375 x AREA (SY) x DESIGN DEPTH (inches) x DESIGN DENSITY (lb / ft3)
DESIGN DEPTH = _____ SURFACE AREA = _____
DESIGN DENSITY* = _____
BIT. MIX. TONNAGE PLACED = _____
BITUMEN TONNAGE (Q) = BIT. MIXTURE TONNAGE PLACED x % BITUMEN BY WEIGHT
% BITUMEN BY WEIGHT* = _____
Q = _____

*DESIGN DENSITY AND % BITUMEN TO BE OBTAINED FROM FORM TR-448A. DENSITY OF WATER = 62.4 lb / ft3.

TONNAGE BASIS:

BITUMEN TONNAGE (Q) = BIT. MIXTURE TONNAGE PLACED x % BITUMEN BY WEIGHT
% BITUMEN BY WEIGHT* = _____ BIT. MIXTURE TONNAGE = _____
Q = _____

*% BITUMEN TO BE OBTAINED FROM FORM TR-448A.

PRICE INCREASE = (IP / IB - 1.10) x BITUMEN TONNAGE (Q) x IB
= (_____ - 1.10) x _____ x _____ = _____

PRICE REBATE = (0.90 - IP / IB) x BITUMEN TONNAGE (Q) x IB
= (0.90 - _____) x _____ x _____ = _____

**SPECIAL PROVISIONS TO CONTRACT MS-944 (Attachment 1-A)
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR**

The Prime Contractor and subcontractors must comply with all of the following provisions that are marked with an "X".

- X Traffic Control and Safety Devices to be provided by the Contractor.
(Maintenance and Protection of Traffic to comply with current MUTCD, Publication 212 and Publication 213.)
 - X Delivery tickets for all materials.
 - X CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.
 - X Notify the Municipality five working days prior to start of project.
 - X Work to be completed on or before 8/14/2026 . After 9/18/2026 Liquidated damages apply at the rate of \$ 885.00 per calendar day.
 - X Roadway to be power broomed by (contractor ☒ municipality ☐)prior to start of project.
 - X Excess material to be removed by (contractor ☒ municipality ☐ .)
 - X Municipality to inspect project.
 - X Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.
Tack Coat required per Section 460, or 409 for superpave, of Specifications 408 and is incidental to paving item unless noted otherwise.
Prime Coat required per Section 461 of Specifications 408.
Bituminous Seal on all abutting pavement and curbs required.
Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.
Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).
Full width pavement with one pass required.
 - X Municipality reserves the right to limit work completed.
Taper pavement the last 3 feet to curb.
For FOB Source bids, hauling distance will determine selection of bid award.
Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.
 - X Incidental Preparation and clean up required. (Project Construction Materials)
 - X The municipality reserves the right to make an award on the basis of the aggregate total for all like items on which quotations are received.
 - X Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.
 - X Contractor responsible for defects that occur within one year of applications.
 - X Contractor required to review proposed project with Municipality's Representative prior to bidding.
 - X Oil Samples required from each distributor truck by contractor (1) one quart : A.M. & P.M. and witnessed by municipality and retained by municipality. (Oil samples must be placed in an approved type container that is compatible with oil sample.)
 - X At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.
 - X Complete all testing in accordance with Specification Form 408 Section 409 except for superpave volumetric testing.
 - X Notice to Proceed will be the date of Contract acceptance.
 - X Final Completion Certificate & Notice of Completion required.
 - X Future award of Contract will be based on quality of work as determined by the municipality.
 - X Contractor, notify all residents of pending work to be performed.
 - X Contractor may be required to perform a test strip on each roadway
 - X E-verify required
Prevailing wage rates apply
All work shall be in compliance with PennDot Publication 408 Section 962; Painting and Traffic Line Markings
 - x Contractor shall supply proof of compliance to the e-verify law.
 - x Bids to be awarded based on a total of all items to the lowest responsible bidder
 - x Bidders are REQUIRED to review the proposed project with Chris Walter, Superintendent of Roads, prior to bidding.
- My signature signifies that I have read and understand the above special provisions to this contract, and by being authorized by this company to act as their authorized representative, and on their behalf hereby agree to adhere to any and all of the provisions pertaining to this contract.**

Contractor's Representative

Date

Company

Municipality's Representative

Date

Cumberland Township

Municipality

**PERFORMANCE BOND
(With Corporate Surety)**



pennsylvania
DEPARTMENT OF TRANSPORTATION

KNOW ALL MEN BY THESE PRESENTS, That we,

(NAME AND ADDRESS OF CONTRACTOR)

as Principal and _____
(SURETY COMPANY)

a corporation incorporated under the laws of the State of _____ as Surety
(NAME OF STATE)

are held and firmly bound unto _____ in the full and just sum of
(NAME OF MUNICIPALITY)

(\$ _____) dollars

lawful money to the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contractor or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____
(DATE OF BOND)

PLACE
SEAL
HERE

Attest / Witness:

CONTRACTOR

BY

TITLE:

TITLE:

PLACE
SEAL
HERE

Attest / Witness:

SURETY COMPANY

TITLE:

TITLE:



KNOW ALL MEN BY THESE PRESENTS, that we

as **PRINCIPAL** and _____
 a corporation incorporated under the laws of the State of _____ as **SURETY**, are
 held and firmly bond unto the _____, in the full and just sum of
 _____ (\$ _____) dollars, lawful money of the
 United States of America, to be paid to the said _____ or its assigns, to which
 payment well and truly to be made, we bind ourselves, our heirs, executors, administrators,
 successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above
 municipality hereinafter called Obligee, bearing even date herewith, for the improvement of a
 certain section of highway or bridge in said Municipality consisting of:

_____ for approximately the sum of: _____ (\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden
PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may be
 due by contract or otherwise, to any individual, firm, partnership, association or corporation, for all
 material furnished or labor supplied or performed in the prosecution of the work, whether or not the
 said for material or labor entered into and became component parts of the work and for rental of the
 equipment used and services rendered by public utilities in, or in connection with the prosecution of
 such work, then this obligation to be void, otherwise to remain in full force and effect.

The **PRINCIPAL** and **SURETY**, hereby, jointly and severally, agree with the Obligee herein
 that any individual firm, partnership, association or corporation, which has performed labor or
 furnished material in the prosecution of the work as provided, and any public utility which has not
 been paid in full therefor, may sue in assumpsit on this Payment Bond in his, their, or its own name
 and may prosecute the same to final for such sum or sums as may be justly due him, them or it, and
 have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of
 any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall
 be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385,
 approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part
 hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or
 in the work to be done or materials to be furnished or labor to be supplied or performed under it or
 the giving by the Obligee of any extension of time for the performance of the contract or any other
 forbearance on the part of either the Obligee or the Principal to the other, shall not in any way
 release the **PRINCIPAL** and the **SURETY** or **SURETIES** of any such alteration, extension of
 forbearance being hereby waived.

IN WITNESS WHEREOF, the said **PRINCIPAL** and **SURETY** have duly executed this Bond
 under seal this _____ day of _____, 20 ____.



WITNESS:

 CONTRACTOR

 TITLE:

BY: _____

 TITLE:



WITNESS:

 SURETY COMPANY

 TITLE:

 TITLE:



AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of

)

)

) ss:

)

County of

)

being duly sworn according to law deposes and says that they have
he has
it has

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with

has his
its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said
its

Act with

(SURETY COMPANY)

(TYPE OR PRINT)

CONTRACTOR

BY

SIGNATURE

Sworn to and subscribed before me this ____ day of _____ A.D. 20 ____ .

SIGNATURE

My Commission Expires

(DATE)

ANTI-COLLUSION AFFIDAVIT



State of _____

County of _____

County _____

Municipality _____

Project Number _____

Fed. Project No. _____
(If Applicable)

The undersigned deponent deposes and says that he is the _____
of the _____ Company; that he is authorized to make this
affidavit on behalf of said company in compliance with section 102.06 (e) of Department Specifications,
Publication 408, as amended and that the said company has not, either directly or indirectly, entered
into any agreement, participated in any collusion, or otherwise taken any action in restraint of free
competitive bidding in connection with such contract.

(Contractor)

BY

Sworn to and subscribed before me the undersigned notary public this

_____ day of _____, _____.

Notary Public

My Commission expires _____